THE

Canada Law Journal.

Vot., XXX

NOVEMBER 1, 1894.

No 17.

The vacancy in the Law School caused by the death of Mr. Reeve has been filled by the appointment of Mr. N. W. Hoyles, Q.C., at the increased salary of \$5,000 per annum. Mr. Hoyles has many qualifications eminently fitting him for the position. He is a highly-trained and well-read scholar, as well as a sound lawyer; in manner he is courteous, a gentleman by birth and instinct. He has, moreover, combined with force of character and great industry, a strong sympathy for young men, with whom he has always been a favourite. We feel confident he will do his work well, and not be afraid to make or carry out with tact and judgment any suggestions which may seem desirable to improve the system now in force for legal education in this Province.

MORTGAGEE v. PURCHASER.

In our issue for September 10 (ante p. 490), we published an article by Mr. A. C. Galt on the above subject. Mr. Marsh refers to this article in a letter in our last number, and Mr. Galt takes up the parable again in a letter which appears in the present number at p. 639. As to Mr. Marsh's letter, it is best that he should be his own interpreter.

In dealing with argument No. 1 (referred to in this letter), he says, at pp. 115, 116: "The most complete, concise, and accurate statement of the present equity doctrine on the subject, which the writer has been able to find in any one judgment, is contained in the following extract from the opinion of Allen, J., delivered in the New York Court of Appeals, in the case of *Vrooman v. Turner*, 69 N.Y., 284: 'To give a third party who may derive benefit from the performance of the promise an